

Southern Pacific Transportation Company

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THORMUND A. MILLER RECORDATION NO. 6050 F Filed 1425
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JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
Page Two
June 12, 1984

Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

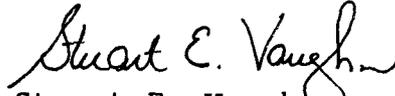
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

Executed in 7 Counterparts
of which this is Counterpart No. 1.

RECORDATION NO. 6057-C Filed & Record.

SOUTHERN RAILWAY
EQUIPMENT TRUST NO. 2 OF 1971
MAR 30 1971 - 3 11 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT

Dated as of April 1, 1971

to

EQUIPMENT TRUST AGREEMENT

Dated as of March 15, 1971

between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

Trustee

and

SOUTHERN RAILWAY COMPANY

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of April, 1971, by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation (the "Trustee"), of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Company"), of the second part;

W I T N E S S E T H: That

WHEREAS, by agreement (the "Agreement"), dated as of March 15, 1971, between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 OF 1971; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment therein particularly described for a term beginning February 22, 1971, to and including March 15, 1986, upon the terms and conditions therein specified; and

WHEREAS, in the last paragraph of Section 3.4 of the Agreement, it is provided that in the event the aggregate final cost of the equipment therein described shall be less than 125% of the aggregate principal amount of Trust Certificates issued thereunder, the Company will cause to be sold, assigned, transferred and set over unto the Trustee additional equipment in such amount and of such cost that the aggregate final cost of the trust equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued thereunder; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 3.4 of the Agreement, now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, three (3) new 100-ton 3300 cu. ft. capacity covered hopper cars bearing road numbers 91091 to 91093, both inclusive (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for, ^{and} contained, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the construction of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, until March 15, 1986, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original railroad equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By

E. E. Sparrow
Trust Officer.
E. E. Sparrow



ATTEST:

M. L. Thompson
Assistant Secretary.
M. L. THOMPSON

SOUTHERN RAILWAY COMPANY,

By

K. A. Steuber
Vice President.

ATTEST:


M. M. Davenport
Assistant Secretary.

